

Misbranding of the article was alleged in substance in the libel for the reason that the above-quoted statements were false, in that the said cases did not contain imported olive oil as indicated by the label on the cases but did contain cans of cottonseed oil slightly flavored with olive oil, and the said cans contained less than 1 gallon of the said article.

On March 11, 1925, the Busalacchi Bros. Macaroni Co., Milwaukee, Wis., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, in conformity with section 10 of the act.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

13226. Adulteration and misbranding of cottonseed meal. U. S. v. the Buckeye Cotton Oil Co. Plea of guilty. Fine, \$100 and costs. (F. & D. No. 18748. I. S. Nos. 9001-v, 9002-v.)

On September 23, 1924, the United States attorney for the Western District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Buckeye Cotton Oil Co., a corporation, trading at Memphis, Tenn., alleging that on or about March 14, 1923, the said company shipped in interstate commerce from the State of Tennessee into the State of Massachusetts, a quantity of cottonseed meal which was adulterated and misbranded in violation of the food and drugs act, and that on or about March 24, 1923, a quantity of cottonseed meal was shipped in interstate commerce from the State of Tennessee into the State of Massachusetts, which had been theretofore guaranteed by the said defendant company to the shipper thereof as not being adulterated or misbranded in violation of the food and drugs act, and which was in fact adulterated and misbranded in violation of said act. One shipment of the article was labeled in part: "Good Cotton Seed Meal * * * Guaranteed Analysis Protein (minimum) 36.00% Ammonia (minimum) 7.00%." The other shipment of the said article was labeled in part: "Cotton Seed Meal Guaranteed Analysis Protein 36.00% Equivalent Nitrogen 5.75% * * * Crude Fibre (Max.) 15.00%."

Analyses by the Bureau of Chemistry of this department of samples from the first consignment showed that the said samples contained 34.19 per cent of protein. Analyses by said bureau of samples from the second consignment showed that the said samples contained 30.56 per cent of protein and 16.35 per cent of crude fiber.

Adulteration of the article was alleged in substance in the information for the reason that a substance deficient in protein, and in the case of the consignment of March 24, 1923, containing excessive crude fiber, had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted wholly for the said article.

Misbranding was alleged in substance for the reason that the statements, to wit, "Good Cotton Seed Meal * * * Guaranteed Analysis Protein (minimum) 36.00% Ammonia (minimum) 7.00%," borne on the tags attached to the sacks containing the product consigned March 14, 1923, and the statements, to wit, "Cotton Seed Meal Guaranteed Analysis Protein 36.00% Equivalent Nitrogen 5.75% * * * Crude Fibre (Max.) 15.00%," borne on the tags attached to the bags containing the product consigned March 24, 1923, were false and misleading, in that the said statements represented that the former contained not less than 36 per cent of protein and not less than 7 per cent of ammonia and that the latter contained not less than 36 per cent of protein, equivalent to 5.75 per cent of nitrogen, and not more than 15 per cent of crude fiber, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the former contained not less than 36 per cent of protein and not less than 7 per cent of ammonia and that the latter contained not less than 36 per cent of protein, equivalent to 5.75 per cent of nitrogen, and not more than 15 per cent of crude fiber, whereas the former consignment contained less than 36 per cent of protein and less than 7 per cent of ammonia, and the latter contained less than 36 per cent of protein, less than the equivalent of 5.75 per cent of nitrogen, and contained more than 15 per cent of crude fiber.

On March 30, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$100 and costs.

R. W. DUNLAP, *Acting Secretary of Agriculture.*